

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ESTES EXPRESS LINES
3901 West Broad Street
Richmond, Virginia 23230

CIVIL ACTION

Plaintiff

NO. _____

v

NEW CASTLE TRUCK REPAIR AND
MANUFACTURING, INC.
1009 River Road
New Castle, Delaware 19720

COMPLAINT

Defendant

Parties

1. Plaintiff Estes Express Lines ("Estes") is a motor carrier engaged in the performance of interstate carriage for hire by authority of the U S. Surface Transportation Board pursuant to 49 U S C. § 13501.

2. Estes is a Virginia corporation with its principal place of business located at 3901 West Broad Street, Richmond, Virginia 23230.

3. Defendant New Castle Truck Repair and Manufacturing, Inc ("New Castle") is, upon information and belief, a Delaware corporation with its place of business located at 1009 River Road, New Castle, Delaware 19720

Jurisdiction

4. Jurisdiction in this matter is based upon 28 U S C § 1337(a) as a cause of action arising under the Interstate Commerce Act, 49 U.S.C. §§ 10101, *et seq*

5. The subject matter of this action stems from freight charges assessed pursuant to applicable agreements, tariffs, and rates governing the carriage of freight by motor carrier.

6. Venue lies in this judicial district by virtue of 28 U.S.C. § 1331(a) in that the defendant's principal place of business is in this judicial district.

7. The subject matter of this action stems from freight charges assessed pursuant to applicable agreements, tariffs and rates governing the common carriage of freight by motor carrier.

Cause of Action

8. Estes entered into an agreement with New Castle pursuant to which New Castle agreed to pay Estes for the interstate transport of freight by motor carrier

9. Pursuant to the agreement between the parties, Estes served as a motor carrier transporting freight in interstate commerce on behalf of New Castle

10. Estes presented New Castle with certified freight bills for each movement, and demanded payment of freight charges in accordance with the rates and terms agreed to by the parties. These rates include a "discount" for prompt payment that is removed if payment is not received in a timely manner. A true and correct copy of the list of freight charges with the discount is appended hereto as Exhibit "A" and incorporated herein by reference

11. With the discount removed, the amount of freight charges due and owing to Estes from New Castle pursuant to governing tariffs presently totals \$26,463.60, plus accrued interest and costs.

12. Pursuant to the terms of the applicable tariff and agreements between the parties, Estes is contractually entitled to recover fees and costs presently in the amount of \$7,939.08 incurred as a result of having to file and pursue its claim in litigation before this Court

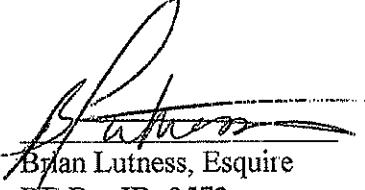
13. Despite demand by Estes for payment, New Castle has refused to make payment of said freight bills

WHEREFORE, Estes Express Lines demands the following relief under its Complaint:

- a. A judgment against defendant New Castle Truck Repair and Manufacturing, Inc. in the total amount of \$34,402.68 pursuant to the applicable tariffs and agreements;
- b. Recovery of its costs, plus interest; and
- c. Any and all other relief to which it is entitled.

Respectfully submitted,

SILVERMAN, McDONALD & FRIEDMAN

By: 

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Attorneys for Plaintiff
Estes Express Lines

Dated: September 14, 2005

EXHIBIT “A”

TIME: 16:46:28
PAGE: 1CUSTOMER #: 2761020 ESTES EXPRESS LINES
CUSTOME NAME: NEW CASTLE TRUCK REPAIR

Adj/

Pro Number

Statement Date

Billed Amount

Freight

Statement Date

Bill#

Po#

Terms

Balance

Number

P/D

Due

P/D

Program: RAR755

Account Detail Report for Aging Break	TIME:	16:46:28
Adj/ Pro Number	Statement Date	Billed Amount
006 1254221	2/03/05	188.44
067 0121733	10/29/04	141.92
082 0269920	1/19/05	211.77
082 0304421	1/23/04	145.72
083 0358649	10/12/04	159.04
083 0371826	1/14/05	287.82
083 0371827	1/14/05	86.60
083 0371831	1/19/05	115.37
083 0371837	1/25/05	93.53
083 0375638	10/15/04	214.74
083 0375639	10/15/04	159.58
083 0375641	10/18/04	101.52
083 0375642	10/18/04	151.06
083 0375647	10/20/04	212.47
083 0376860	12/10/04	149.02
083 0376862	12/20/04	155.45
083 0376863	12/20/04	86.41
083 0376866	12/28/04	188.23
083 0381255	1/07/05	84.03
083 0381268	1/24/05	153.14
083 0381273	1/27/05	107.95
083 0383630	10/04/04	163.21
083 0383632	10/04/04	292.53
083 0383633	10/05/04	9/28/04
083 0383643	10/05/04	148.80
083 0383634	10/13/04	87.18
083 0383732	10/13/04	91.31
083 0383737	10/25/04	145.59
083 0383738	10/25/04	81.81
083 0383739	10/25/04	74.46
083 0383741	10/26/04	178.91
083 0383742	10/26/04	174.75
083 0383745	10/27/04	83.47
083 0383753	10/06/04	691155
083 0383759	10/06/04	691155
083 0383764	10/07/04	630203
083 0383765	10/05/04	625115
083 0383640	10/04/04	625115
083 0383641	10/05/04	630203
083 0383643	10/07/04	NA
083 0383732	10/13/04	NA
083 0383737	10/25/04	NA
083 0383738	10/25/04	NA
083 0383739	10/25/04	NA
083 0383741	10/26/04	NA
083 0383742	10/26/04	NA
083 0383745	10/27/04	NA
083 0396436	2/18/05	76.16
083 0396437	2/18/05	84.03
083 0396438	2/18/05	271.24
083 0396439	2/18/05	200.37
083 0396442	2/21/05	92.43
083 0396448	2/23/05	198.72
083 0396450	2/18/05	83.09
083 0396451	2/11/05	111.86
083 0396452	2/14/05	2/15/05
083 0396453	2/18/05	84.03
083 0396454	2/21/05	2/16/05
083 0396455	2/23/05	143.12
083 0397352	10/29/04	75.04
083 0397353	10/29/04	88.58
		10/26/04
		710832
		NS
		710832
		NS
		34-102985

DATE: 4/11/2005

ESTES EXPRESS LINES
CUSTOMER #: 2761020 CUSTOMER NAME: NEW CASTLE TRUCK REPAIR TIME: 16:46:28
Account Detail Report for Aging Break PAGE: 2

Adj/ ED	Pro Number	Statement Date	Billed Amount	Freight Bill Dt	Statement Number	Po#	Terms	Balance	Program: RAR755 Number P/D	
083	0397354	10/29/04	98.53	10/26/04	710832	NS	0188	98.53	2	
083	0397355	10/29/04	87.85	10/26/04	710832	NS	343362	87.85	2	
083	0397356	10/29/04	127.50	10/26/04	710832	NS	PPD	127.50	2	
083	0397363	11/05/04	204.92	11/02/04	736050	NA	PPD	204.92	2	
083	0397369	11/11/04	76.50	11/08/04	755380	NS	PPD	76.50	2	
083	0397377	11/18/04	135.13	11/15/04	779156	NS	PPD	135.13	2	
083	0397391	12/02/04	110.80	11/29/04	817865	NS	JOE	PPD	110.80	1
083	0397603	12/06/04	193.78	12/01/04	827661	NS	TODD	PPD	193.78	1
083	0397604	12/06/04	121.96	12/01/04	827661	NS	NS	PPD	121.96	1
083	0397606	12/07/04	187.72	12/02/04	832752	NS	BRIAN	PPD	187.72	1
083	0397607	12/07/04	87.20	12/02/04	832752	C110402	04-309974	PPD	87.20	1
083	0397610	12/08/04	87.46	12/03/04	837902	C111507	35327	PPD	87.46	1
083	0397618	12/15/04	87.19	12/10/04	862319	NS	11201B0B	PPD	87.19	1
083	0397619	12/15/04	87.07	12/10/04	862319	NS	35506	PPD	87.07	1
083	0397643	1/11/05	89.51	1/06/05	934416	NS	12932PQ	PPD	89.51	1
083	0397644	1/11/05	191.11	1/06/05	934416	NS	NA	PPD	191.11	1
083	0397650	1/14/05	134.76	1/11/05	948150	NS	NS	PPD	134.76	1
083	0405321	1/1/02/04	121.57	10/28/04	720213	NS	NA	PPD	121.57	2
083	0405322	1/1/02/04	76.50	10/28/04	720213	NS	34-102753	PPD	76.50	2
523	5192596	1/27/05	412.91	1/24/05	988833	NS	PPD	134.27	1	
524	5270599	1/11/05	309.61	1/04/05	934416	NS	COL	412.91	1	
524	5272439	1/24/05	308.37	1/19/05	975196	NS	COL	309.61	1	
					Total Due:	10573.68		308.37	1	